



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

DAVID E. JANSSEN
Chief Executive Officer

July 31, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: AGREEMENT FOR THE CONVEYANCE OF
WASTEWATER BETWEEN THE COUNTY OF LOS ANGELES ON BEHALF OF THE
CONSOLIDATED SEWER MAINTENANCE DISTRICT AND THE CITY OF WHITTIER
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this action is categorically exempt from the California Environmental Quality Act.
2. Approve the Agreement between the County of Los Angeles Consolidated Sewer Maintenance District and the City of Whittier.
3. Authorize and instruct the Chairman of the Board of Supervisors to sign two original copies of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to allow the City of Whittier to utilize the existing County sewer pipeline for conveyance of wastewater and for the County to be compensated for the use of its facility.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Fiscal Responsibility (Goal 4), and Community Services (Goal 6) by assisting the City of Whittier in identifying and utilizing a sewage conveyance system that is efficient, safe, and cost effective for the Senior/Community Center project.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. The estimated annual sewer charges of \$71 will be paid by the City of Whittier to the Consolidated Sewer Maintenance District (Fund GA9) starting in Fiscal Year 2007-08 to cover the cost of services to be provided.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The topography and natural barriers in the vicinity of the Senior/Community Center project site located at Parnell Park (Southwest corner of Scott Avenue and Lambert Road) in the City of Whittier make connection to the sewage system of the County of Los Angeles the most economical means of disposing wastewater from this area for the City. Under this Agreement, sewage generated from the project site will outlet into the existing County sewer system maintained by the Consolidated Sewer Maintenance District.

In accordance with Section 20793 et seq. of the Public Contract Code and Section 6500 et seq. of the Government Code, the Board of Supervisors of any county may enter into contract agreement with the legislative body of any city for the purpose of joint use of facilities or disposal of sewage from any area outside the Consolidated Sewer Maintenance District's jurisdiction designated in the attached Agreement.

Section 5471 et seq. of the Health and Safety Code provides for any entity to collect or revise fees for charges for services and facilities furnished by it, within, or outside its territorial limits.

The Agreement provides for the Consolidated Sewer Maintenance District to accept and convey the wastewater from the project site to the County Sanitation Districts of Los Angeles County facilities and for the Consolidated Sewer Maintenance District to recover the cost of these services from the City of Whittier.

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The Agreement is between the County of Los Angeles on behalf of the Consolidated Sewer Maintenance District and the City of Whittier. The Agreement shall take effect upon execution of all parties to the Agreement and shall continue until terminated upon express written mutual agreement of all parties.

This Agreement has been reviewed by County Counsel and approved as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Agreement is to allow the City of Whittier to utilize the County sewer pipeline and collection of service charges by the County to fund operating expenses of maintaining existing sewage facilities and is categorically exempt from the requirements of the California Environmental Quality Act pursuant to the Public Resources Code, Section 21080 (b)(8).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action is to assist the City of Whittier in conveying wastewater generated within the City in the most cost-effective manner. It calls for the utilization of existing County sewer pipelines with sufficient capacity to accommodate the additional sewage flow and, therefore, will have no negative impact on current County services or projects.

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CONCLUSION

Please return one adopted copy of the letter and one original and one copy of the adopted Agreement to the Department of Public Works, Sewer Maintenance Division, for filing and forwarding to the City of Whittier.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", with a stylized flourish at the end.

DAVID E. JANSSEN
Chief Executive Officer

DEJ:DLW
MdR:sb

Attachment

c: Assessor
County Counsel
Department of Public Works (Programs Development)

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF WHITTIER, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the Board of Supervisors of the County of Los Angeles (COUNTY), State of California, acting as the governing body of the Los Angeles County Consolidated Sewer Maintenance District, hereinafter called "MAINTENANCE DISTRICT."

W I T N E S S E T H

WHEREAS, CITY requires an outlet to dispose of the sewage generated from the Senior/Community Center in Parnell Park (PROPERTY) located at southwest corner of Scott Avenue and Lambert Road in the City of Whittier, located entirely within the boundaries of the CITY; and

WHEREAS, COUNTY owns and MAINTENANCE DISTRICT operates and maintains a certain 8-inch-diameter sewer pipe "LOCAL MAINLINE SEWER" and appurtenances constructed in Lindhall Way, near the property outside the CITY's boundary; and

WHEREAS, the COUNTY's LOCAL MAINLINE SEWER is of a size and capacity that exceeds the operating needs of the MAINTENANCE DISTRICT and excess capacity of over and above the needs of the MAINTENANCE DISTRICT may be used for conveyance of sewage originating from the PROPERTY without interfering with its use by COUNTY; and

WHEREAS, the property is situated on the City's parkland, outside of the territorial boundaries of the MAINTENANCE DISTRICT; and

WHEREAS, in order for the LOCAL MAINTENANCE SEWER of COUNTY to serve the PROPERTY, it will be necessary to construct a lateral sewer "LATERAL" connecting the PROPERTY to COUNTY sewage system.

WHEREAS, Section 20793 of the California Public Contract Code authorizes the MAINTENANCE DISTRICT to contract with other public agencies such as the CITY for the disposal of sewage.

WHEREAS, the CITY desires that the PROPERTY be serviced by the COUNTY's LOCAL MAINLINE SEWER to convey sewage generated from the PROPERTY to the Sanitation Districts of Los Angeles County facilities.

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NOW, THEREFORE, in consideration of mutual benefits to be derived by CITY and MAINTENANCE DISTRICT and of the premises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To connect the PROPERTY to the LOCAL MAINLINE SEWER owned by COUNTY. The work of construction effectuating such connection shall be undertaken in accordance with plans and specifications approved by the Director of Public Works of the CITY and the Director of Public Works of the COUNTY and shall be maintained at all times to the satisfaction of said Director of Public Works. The cost for design and construction of the LATERAL to and connect it from the PROPERTY to the COUNTY's LOCAL MAINLINE SEWER shall be borne entirely by CITY.
- b. To pay to the MAINTENANCE DISTRICT annual sewer service charges as determined by and assessed as if the PROPERTY were located within the MAINTENANCE DISTRICT, as said charges may be adjusted by the COUNTY from time to time.
- c. To be responsible for the maintenance of the sewer LATERAL of the property to its point of connection to the existing COUNTY's LOCAL MAINLINE SEWER.
- d. That the PROPERTY's sewage discharge facilities shall be constructed, operated, and maintained at all times in compliance with all of COUNTY requirements related to sewage discharges, including in compliance with the Los Angeles County Code, including, without limitation, Title 20 Utilities, any and all rules and regulations applicable to the MAINTENANCE DISTRICT, and any and all applicable laws, rules and regulations. Notwithstanding the foregoing, the CITY shall provide or arrange for access to the MAINTENANCE DISTRICT to conduct any and all authorities relating to the LATERAL or service to the PROPERTY as the MAINTENANCE DISTRICT may deem necessary.
- e. To notify or cause notification of the MAINTENANCE DISTRICT immediately of any change in the use of the building, including physical changes in the ownership, lessee, or other party responsible for the facility.
- f. In addition to the annual sewer service charge, to immediately reimburse or cause reimbursement to the MAINTENANCE DISTRICT for any non-routine maintenance effort costs and expenses, which occurs as a result of the discharge from the PROPERTY.

- g. To be responsible for all costs and expenses in connecting with said sewage system of the COUNTY, and upon any termination of this AGREEMENT, shall remove the LATERAL at the expense of the CITY in such fashion that the COUNTY's main and/or line shall be restored to the same condition as prior to entering into this AGREEMENT.

(2) COUNTY AGREES:

That PROPERTY may connect its LATERAL to and discharge sewage through the COUNTY's sewage system under the terms of this AGREEMENT.

(3) MAINTENANCE DISTRICT AGREES:

- a. To be responsible for the maintenance of said local lines within the MAINTENANCE DISTRICT's territorial limits.
- b. To invoice the CITY for the service charge annually no earlier than June 30 of each year. The service charge shall be calculated on the same basis as those established or to be established for similar types of property with the same use within MAINTENANCE DISTRICT. The CITY shall have 30 days from the date of the invoice in which to pay the invoice to MAINTENANCE DISTRICT. Notwithstanding the foregoing, the failure to issue any invoice shall not relieve the CITY of its obligations hereunder, including payment obligations.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Neither party to this AGREEMENT shall acquire any right, title, or interest in the sewage system of the other party other than the right to convey sewage therein, in accordance with the terms and conditions of this AGREEMENT and during the continuance thereof.
- b. This AGREEMENT shall take effect as of the date of execution of all parties to the AGREEMENT.
- c. It is expressly understood that this AGREEMENT shall only apply to sewage emanating from within the said PROPERTY.
- d. The CITY shall release, indemnify, hold harmless, and defend the COUNTY and MAINTENANCE DISTRICT and their respective elected and appointed officers, agents, and employees from and against any and all liabilities, expenses (including defense costs, disbursements, and reasonable legal fees), and claims for damages or expense of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or relating in any way to the LATERAL and/or this AGREEMENT, including, but not limited to, mainline sewer facility flow

conditions, the physical condition of the mainline sewer facilities, and sewer laterals leading thereto, the design, or construction or maintenance of the LATERAL and/or its connection to the main, and the lack or improper maintenance of backflow valve. This indemnification provision applies only to such liability, expenses, and claims for damages as are related to said property. This indemnification provision shall not apply to actions or claims arising from the COUNTY and MAINTENANCE DISTRICT's sole negligence. The foregoing indemnity is granted pursuant to California Government Code Section 895.4 notwithstanding the provisions of Government Code Section 895.2. In addition, the foregoing release is granted notwithstanding the provisions of California Civil Code Section 1542, which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

- e. Any and all inspections and/or approvals conducted by the COUNTY or the MAINTENANCE DISTRICT in connection with the LATERAL, including the plans and specifications under Section (1) a. above, shall not relieve the CITY from any of the CITY's obligations hereunder, including, without limitation, the CITY's obligations under the immediately preceding Section (4) d. above.
- f. The Parties hereto agree that this AGREEMENT shall continue in effect until terminated: (i) by the express, written mutual agreement, of the parties hereto; or, (ii) by either party upon a material breach of this AGREEMENT by the other party.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF WHITTIER on JULY 31, 2007, and by the COUNTY OF LOS ANGELES on JULY 31, 2007.



COUNTY OF LOS ANGELES
acting as the governing body of the
Los Angeles County Consolidated
Sewer Maintenance District

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By [Signature]
Deputy



By [Signature]
Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By [Signature]
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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JUL 31 2007

CITY OF WHITTIER

By [Signature]
City Mayor

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

ATTEST:

By [Signature]
City Clerk

By [Signature]
City Attorney